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RONNIE WILLIAMS

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

12 RONNIE WILLIAMS, on behalf of himself,
all others similarly situated.

Case No.: 3:19-CV-07671-MMC

Plaintiff,

**[PROPOSED] ORDER GRANTING
JOINT MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND CERTIFICATION OF
SETTLEMENT CLASSES**

Date: January 27, 2023
Time: 9:00 a.m.
Judge: Hon. Maxine M. Chesney
Place: Courtroom 7
450 Golden Gate Avenue
San Francisco, CA 94102

Action Filed: October 11, 2019
Action Removed: November 21, 2019
FAC Filed: March 16, 2020

1 On January 27, 2023, a hearing was held on the motion of plaintiff Ronnie Williams
 2 (“Plaintiff”) for final approval of his class action and PAGA settlement (the “Settlement”) (Dkt.
 3 68-1) with Defendants PERDUE FARMS INC., PERDUE FOODS LLC, PETALUMA
 4 ACQUISITION, LLC, COLEMAN NATURAL PRODUCTS, INC., and COLEMAN NATURAL
 5 FOODS, LLC. (collectively, “Defendants”) (Plaintiff and Defendants, collectively, the “Parties”).

6 The Parties have submitted their Settlement, which this Court preliminarily approved by
 7 its August 26, 2022 order (Dkt. 71) (“Preliminary Approval Order”). In accordance with the
 8 Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement
 9 and the opportunity to comment on or object to it or to exclude themselves from it.

10 Having received and considered the Settlement, the supporting papers filed by the Parties
 11 and the evidence and argument received by the Court at the hearing before it entered the
 12 Preliminary Approval Order and the final approval hearing on January 27, 2023, the Court grants
 13 final approval of the Settlement, and HEREBY ORDERS and MAKES DETERMINATIONS as
 14 follows:

15 1. The following persons are hereby certified as class members for the purpose of
 16 entering a settlement in this matter:

17 I. Cause of Action No. 2 – Failure to Provide Meal Periods: All persons employed
 18 by Defendants at any time in an hourly or non-exempt position in California
 19 from May 26, 2019 until February 11, 2022.

20 II. Cause of Action No. 3 – Failure to Provide Rest Periods: All persons employed
 21 by Defendants at any time in an hourly or non-exempt position in California
 22 from October 11, 2015 until February 11, 2022.

23 III. Cause of Action No. 4 – Failure to Pay Hourly Wages: All persons employed
 24 by Defendants at any time in an hourly or non-exempt position in California
 25 from May 26, 2019 until February 11, 2022.

26 IV. Cause of Action No. 5 – Failure to Indemnify: All persons employed by
 27 Defendants in California who incurred business expenses at any time from
 28 October 11, 2015 until February 11, 2022. This includes both non-exempt and

exempt employees and will be specifically referred to as the “Reimbursement Class.”

V. Cause of Action No. 6 – Failure to Provide Accurate Written Wage Statements:

All persons employed by Defendants at any time in an hourly or non-exempt position in California from July 18, 2020 until February 11, 2022.

VI. Cause of Action No. 7 – Failure to Timely Pay All Final Wages: All persons employed by Defendants at any time in an hourly or non-exempt position in California who separated from their employment with Defendants at any time from May 26, 2019 until February 11, 2022.

14 VIII. Cause of Action No. 9 – Unfair Competition: All persons employed by
15 Defendants at any time in an hourly or non-exempt position in California from
16 May 26, 2019 until February 11, 2022.

17 2. For the reasons stated in the Preliminary Approval Order, the Court finds and
18 determines that the above-referenced classes meet all of the legal requirements for class action
19 certification, and it is hereby ordered that the Classes I through VIII in paragraph 1, above, are
20 certified solely for purposes of the Settlement pursuant to Rule 23, Federal Rules of Civil
21 Procedure.

22 3. Having submitted timely and valid Requests for Exclusion, the following persons
23 are hereby excluded from the Settlement pursuant to its terms and are not joined as Class Members:
24 Melvin Barnett, Adonay Efriem, Ftsum Efriem Hantal, and Mario Garcia Santana Jr.

25 4. The Court designates Plaintiff Ronnie Williams as Class Representative and
26 designates Shaun Setareh and William M. Pao of Setareh Law Group as Class Counsel.

27 5. Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.* (“CAFA”), not
28 later than ten days after the Parties’ joint motion seeking preliminary approval of the Settlement

1 was filed in court, Defendants served upon the Attorney General of the United States and the
2 appropriate state official of each state in which a Class Member resides a notice of the Settlement
3 consisting of: a copy of the pleadings in this action; a notice of the scheduled judicial hearings in
4 this action; copies of the Settlement and Class Notice Packets; and the names of Class Members
5 who reside in each state and the estimated proportionate share of the Class Members in each state
6 compared to the entire Settlement. The notice of Settlement also invited comment on the
7 Settlement. Accordingly, the Court finds that Defendants have discharged their obligations under
8 CAFA to provide notice to the appropriate federal and state officials.

9 6. Pursuant to the Preliminary Approval Order, a Notice of Proposed Class Action and
10 PAGA Settlement and the Request for Exclusion Form were sent to each Class Member by first-
11 class mail. These papers informed Class Members of the terms of the Settlement, their respective
12 right to receive an Individual Settlement Payment, their right to comment on or object to the
13 Settlement, their right to opt out of the Settlement and pursue their own remedies, and their right
14 to appear in person or by counsel at the final approval hearing and be heard regarding approval of
15 the Settlement. Adequate periods of time were provided by each of these procedures. No Class
16 Members objected to the Settlement as part of this notice process or stated an intent to appear at
17 the final approval hearing.

18 7. The Court finds and determines that this notice procedure afforded adequate
19 protections to Class Members and provides the basis for the Court to make an informed decision
20 regarding approval of the Settlement based on the responses of Class Members. The Court finds
21 and determines that the notice provided in this case was the best notice practicable, which satisfied
22 the requirements of law and due process.

23 8. No objections were raised by any Class Members.

24 9. The Court further finds and determines that the terms of the Settlement are fair,
25 reasonable, and adequate to the Classes and to each Class Member; that the California Class
26 Members who have not opted out will be bound by the Settlement; that the Settlement is ordered
27 finally approved; and that all terms and provisions of the Settlement should be and hereby are
28 ordered to be consummated.

1 10. The Court finds and determines that the Maximum Settlement Amount of
2 \$1,775,000 and the Individual Settlement Payments to be paid out of that amount to the
3 Participating Class Members (Class Members who did not timely submit a valid Request for
4 Exclusion Form), as provided for by the Settlement, are fair and reasonable. The Court hereby
5 gives final approval to and orders the payment of those amounts to be made to the Participating
6 Class Members out of the Net Settlement Amount in accordance with the Settlement.

7 11. The Court finds and determines that the fees and expenses of Simpluris, Inc. in
8 administrating the settlement, in the amount of \$14,170.00, are fair and reasonable. The Court
9 hereby gives final approval to and orders that the payment of \$14,170.00 be paid out of the
10 Maximum Settlement Amount in accordance with the Settlement.

11 12. In addition to any recovery that Plaintiff may receive from the Net Settlement
12 Amount, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
13 hereby approves the payment of an Class Representative Service Award to Plaintiff in the amount
14 of \$5,500. This shall be paid from the Maximum Settlement Amount.

15 13. Pursuant to the authorities and argument presented to the Court, the Court approves
16 the payment of attorneys' fees to Class Counsel in the sum of \$443,750.00, plus costs and expenses
17 in the amount of \$20,875.87. This shall be paid from the Maximum Settlement Amount.

18 14. The Court finds fair and reasonable the allocation of \$100,000 of the Maximum
19 Settlement Amount to penalties under the Private Attorneys General Act, with \$75,000 thereof to
20 be paid to the California Labor and Workforce Development Agency and \$25,000 thereof to be
21 paid to the Participating Class Members.

22 15. Without affecting the finality of this order in any way, the Court retains jurisdiction
23 of all matters relating to the interpretation, administration, implementation, effectuation, and
24 enforcement of this order and the Settlement.

25 16. Upon completion of administration of the Settlement, the Settlement Administrator
26 will provide written certification of such completion to the Court and counsel for the Parties.

27 17. The Parties are hereby ordered to comply with the terms of the Settlement.

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1 18. The Parties shall bear his, her, its or their own respective attorneys' fees and costs
2 except as otherwise provided in the Settlement.

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5 **IT IS SO ORDERED.**

6 Dated: January 27, 2023

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Maxine M. Chesney

The Honorable Maxine M. Chesney
District Court Judge